but the United States District Court dismissed the libel, on the ground that the use of the word "blended" saved the label from being a violation of the Pure Food and Drugs Act, as it indicated a mixture and imitation.

Constructive Notice of Proceedings after Default Judgment.—In Shellabarger *v.* Sexsmith, decided by the Supreme Court of Kansas and reported in 103 Pacific Reporter, 992, the question arises as to the necessity of one against whom judgment by default has been rendered taking notice of subsequent proceedings. The action was instituted against Sexsmith for the foreclosure of a mortgage, and judgment by default taken and the land ordered sold for its satisfaction. At the same time, and as a part of the same decree, an order was made reciting that as it appeared that Shellabarger had some interest in the premises he should be made a party thereto. This was done. He was served with summons, answered, and set up a note and mortgage against Sexsmith, and asked for a second lien on the land and a personal judgment. No process aside from the summons in the original action seems ever to have been served on Sexsmith, and some time after judgment was given in favor of Shellabarger motion was made to set it aside. The motion was sustained by the trial court, but its decision was reversed by the Supreme Court, which held, following Kimball *v.* Connor, 3 Kan. 414, Curry *v.* Janicke, 48 Kan. 168, 29 Pac. Rep. 319, and Jones *v.* Standiferd, 69 Kan. 513, 77 Pac. Rep. 271, that defendant was bound by the first summons to take notice of all subsequent proceedings in the action.

Recovery from Third Person of Funds Misappropriated by Bank Teller.—A paying teller of a Birmingham, Ala., bank having in his possession its funds, and desiring to increase his worldly fortune by speculating therewith, represented himself as agent of a fictitious person having a deposit in the bank, and paid out large sums of the bank's money to an agent of New Orleans cotton brokers as margins on speculations. The bank sued the brokers to recover the money, alleging that they induced the teller to begin the speculations and received the cash over the teller's counter knowing that it belonged to the bank. On the facts, the court finds that the brokers throughout the transactions acted with perfect good faith and in complete ignorance of the wrongdoing of the defaulting teller. The bank in attempting to fix responsibility on the cotton brokers urged that the confidence reposed in the teller by the brokers' agent justified the conclusion of complicity in the latter's illegal acts. In reply to this argument, it was pointed out that the bank officers' own negligence was the direct cause of their loss, because they substantially withdrew all check on the teller in dealing with the moneys belonging to the bank and in his possession, making it possible for him to feloniously

appropriate them for his own use. After a determination of the facts, the Louisiana Supreme Court in First Nat. Bank of Birmingham, Ala., *v.* Gilbert & Clay, 49 Southern Reporter, 593, announces this proposition as the law: that when money transferred to an honest taker has been obtained through a felony by the one transferring it, the honest taker who receives it without knowledge of the felony and in due course of business acquires a good title to it as against the one from whom it was stolen.

Liability of Carrier for Injuries from Falling of Suit Case.—Wearing a heavy crepe veil, one Mary Adams boarded defendant's train and was conducted to a seat by the brakeman, both unaware of a suit case which had been placed in the rack overhead. She had traveled but 12 miles when it fell upon her, inflicting a serious injury, to recover for which she brought suit. The Court of Appeals of Kentucky in Adams *v.* Louisville & N. R. Co., 121 Southwestern Reporter, 419, in reversing the judgment of dismissal, holds that as the suit case protruded five or six inches beyond the edge of the rack, and was fourteen inches wide, a very slight movement would throw its center of gravity outside of the rack, thereby making it a question for the jury whether the trainmen by the exercise of ordinary care should not have apprehended danger to a passenger sitting beneath. Both the conductor and brakeman had been through the car three or four times while plaintiff was sitting in the seat. That they did not see the suit case in the rack is held not conclusive that defendant is not liable, since those in charge of a passenger train cannot shut their eyes to the condition of the car, and must exercise ordinary care for the safety of the passengers.